

Southwestern CC

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AGREEMENT

between the

SOUTHWESTERN COMMUNITY COLLEGE
BOARD OF DIRECTORS

and the

SOUTHWESTERN COMMUNITY COLLEGE
EDUCATION ASSOCIATION

for

2006-2007

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and the
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ARTICLE I
RECOGNITION

A. Unit

The Board hereby recognizes the Southwestern Community College Education Association as the certified exclusive and sole bargaining representative for all personnel as set forth in the pending PERB certification instrument, Case No. 309, issued by the PERB on the 5th day of December 1975.

The unit described in the above certification is as follows:

Included

All professional personnel employed by Southwestern Community College including, but not limited to career and college parallel instructors.

Excluded

Superintendent/President, Associate Superintendent/ Vice President, Dean, Directors, adjunct faculty, librarians, and counselors, other persons excluded by Section 4 of the Act and all other employees.

B. Definitions

"Board" or "Board of Directors" means the Board of Directors of the Area XIV Merged Area Community College or its duly authorized agents or representatives.

"Association" means the Southwestern Community College Education Association or its duly authorized agents or representatives.

"Employee" or "Faculty" or "Instructor" means any person represented by the Association for purposes of collective bargaining as certified and defined by the Public Employment Relations Board.

"Adjunct Faculty" means any faculty not covered by a full-time contract.

P.E.R.B. - Public Employment Relations Board

ARTICLE II
PROCEDURES FOR NEGOTIATIONS

A. Mutual Commitment to Negotiations

Both parties agree to meet regularly at reasonable times and places to negotiate in accordance with Chapter 20 of the Iowa Code. Articles tentatively approved shall be initiated by the Chief spokesman of each party, dated, and set aside subject to ratification of the Agreement.

B. Requests for Meetings

The Board and the Association shall meet for the purposes of negotiating and seeking agreements. Requests from the Association to initiate negotiations shall be made in writing to the President of the Board or to the President's designated representative by December 1 of the year preceding the effective date of the contract. Requests from the Board shall be made in writing to the President of the Association or the President's designated representative within ten (10) days from the receipt of the Association proposals. No new proposals shall be made by either party unless mutually agreeable to both parties.

C. Negotiation Teams

Neither party in any negotiations shall have any control over the selection of the bargaining representatives of the other party. The parties mutually pledge that the representatives will possess all necessary power and authority to make proposals, counter-proposals, and tentative agreements on items being negotiated, subject to ratification by both parties. The size of negotiation teams shall be a minimum of three members and a maximum of seven members.

D. Access to Information

The Board agrees to furnish the Association information as requested for bargaining as mandated by the Public Information Law of the State of Iowa.

E. Non-Discrimination

The Board and the Association agree to include by reference the "Educational Equity Policy Statement" as officially adopted by the Board.

ARTICLE III
USE OF FACILITIES

A. Use of Facilities

The Association upon request may use College facilities and equipment, so long as such does not interfere with the normal operation of the College. All supplies used by the Association must be reimbursed to the College.

B. Association Notices and Mail Service

The Association may post notices of its activities on the faculty bulletin board only. The Association may use any intra-campus communication services for Association communications to members of the Association.

C. Copies of Agreement

The contract will be entered on the computer using an agreed upon software package. Updates may be obtained by SWCCEA from the Board and by the Board from SWCCEA. Copies of this agreement shall be printed at the College within a reasonable period of time after the agreement is signed and presented to the Board and Association. All costs of printing shall be split on a 50/50 basis.

D. Lounge

Appropriately furnished rooms in the Instructional Center and in the Technical Center shall be reserved for the use of the faculty as a lounge. Although employees shall be expected to exercise reasonable care in maintaining the appearance and cleanliness of the lounge, it shall be regularly cleaned by the custodial staff.

ARTICLE IV
EVALUATION PROCEDURE

A. Preamble

The purpose of any evaluation procedure utilized by the College shall be to assist all employees to reach their full potential in the delivery of their professional responsibilities with the College and to assist the College to fulfill its mission to the greatest extent possible.

B. Probationary Employees

Within two (2) weeks after the beginning of the school year or new assignment, the appropriate supervisor shall acquaint each employee with the evaluation procedure. No evaluation shall take place before the beginning of the third week or after the end of the fourteenth week of a semester. The guidelines of the evaluation should be clear and a written copy should be given to all employees.

If an employee disagrees with any written evaluation after the post-evaluation conference, the employee may put the objections in writing and have them attached to the evaluation report within ten (10) school days from the date of the conference. One copy of any written evaluation and any responses shall be placed in the employee's personnel file. One copy will be retained by the employee. Evaluative material will be removed from an employee's personnel file upon termination from the College unless such employee is pursuing by grievance and/or legal proceeding against the College.

Probationary employees shall be evaluated at least once each semester for the first year and upon the discretion of the appropriate supervisor at least once during each remaining probationary year. These employees should be closely monitored by a supervisor or person designated by the supervisor. The evaluator must be in the work

assignment area for at least thirty minutes each time a probationary employee is being formally evaluated. Student Perception of Instruction and Oral Competency evaluation forms will be administered by the appropriate supervisor or designee. Results of these will be tabulated and discussed with the instructor.

A written copy of any evaluation shall be given to the employee and shall be signed by both the employee and the evaluator. The employee's signature shall indicate their awareness of the evaluation contents. A conference between the employee and the evaluator to discuss the results shall be held within ten (10) school days of the formal evaluation if the parties involved are physically able.

C. Non-probationary Employees

A faculty member who has completed the probationary period at the College will be considered to be on the professional growth track. All professional growth track members will complete the following:

1. Annually, each non-probationary faculty member will prepare and present in writing a Faculty Goal Agreement to the employee's supervisor on or before October 15. The Faculty Goal Agreement shall address instructional goals, professional development goals, and institutional goals. Student Perception of Instruction and Oral Competency evaluation forms, to be used for the purpose of improving instruction, shall be administered by the instructor in at least one course on or before December 1.
2. Annually, each non-probationary faculty member will present a report in writing, on or before April 15 summarizing the accomplishments reached pursuant to the Faculty Goal Agreement.
3. Either the faculty member or the supervisor may request a conference to discuss

or clarify the Goal Agreement.

4. Classroom visitations will be conducted at a minimum of once per five years.
5. In the event concerns are raised as a result of the evaluation procedures, the provisions of Section D of this article shall apply. In addition the employee may undergo an evaluation by their supervisor which shall be comparable to that provided in Section B of this article for probationary employees, including conferences and classroom visits.

D. Accountability Procedures

Employees and supervisors recognize their responsibility for maintaining and improving the quality of education at Southwestern Community College. Employees recognize their accountability in the performance of their instructional duties. Supervisors recognize their accountability in the performance of their supervisory functions, specifically their accountability for conducting employee evaluations in a fair, accurate, and professional manner.

If concerns about instructional performance become evident, the Vice President of Instruction will notify the employee about whom the concerns have been raised and initiate a conference with the employee to discuss the concerns in an effort to resolve the matter. If the concerns are deemed serious, they will be identified in writing and placed in the employee's file. The employee will have the opportunity to respond to the concerns in writing.

If remediation is deemed necessary, a remediation plan will be developed. The instructor may select a mentor from instructional staff to assist in development of the plan (time frames must be specified). The remediation plan will be discussed in conference with the Vice President of Instruction, the immediate supervisor (if different from the

Vice President of Instruction), and the instructor. The plan, as approved by the Vice President of Instruction, shall be identified in writing and will cover not less than one semester or more than one year. The role of the mentor will be to assist in development of the plan: the mentor will not be involved in the evaluation. Every effort will be made to assist the instructor to successfully complete the plan. A conference between the employee and the supervisor will be held at the culmination of the plan to assess the outcome.

A non-probationary employee who has been evaluated has the right to grieve all evaluations including the right to challenge said evaluations as unfair, unjust, or inaccurate through the grievance procedure set forth in this contract.

E. Adjunct Faculty

Student Perception of Instruction and Oral Competency Evaluations will be completed for each new course and/or instructional assignment and thereafter at the discretion of the supervisor (Vice President of Instruction or designee) for all part-time instructional staff. Students' evaluations will be conducted by the Vice President of Instruction or his/her designee. Pertinent information will be discussed with the instructor.

ARTICLE V
PROFESSIONAL DEVELOPMENT IN-SERVICE TRAINING

At the start of each school year, each employee shall be credited with six (6) days, other than those required by the administration, as professional development days. Prior to approval, an appropriate substitute instructor must be secured for any leave exceeding three (3) days. Any additional day during any one semester or summer session must be approved by the Director and the Superintendent/President. The request should be made through regular channels as per College policy. Professional development days shall be used for:

1. Visitation of other instructional programs.
2. Conference, workshops, work experience, seminars, or manufacturers' service schools.
3. Meetings of professional associations.
4. Department of Education meetings.

The College will provide one professional journal per full-time instructor, which relates directly to areas of specialization. Expenses incurred must be included as a part of the departmental budget as approved.

ARTICLE VI
GRIEVANCE PROCEDURE

A. Definition

A grievance is defined as a complaint by an employee or group of employees, in which there is an alleged violation, misinterpretation, or inequitable application of this contract.

B. Procedure

Step 1. Within ten (10) working days of the occurrence of the alleged violation, or within ten (10) days of the date employee was made aware of the alleged violation, the grievant must orally present the complaint to his/her immediate supervisor in an effort to resolve the matter informally.

Step 2. If, as a result of the informal discussion, a grievance still exists, the grievant, or his/her appointed representative of the Association may file a written grievance within five (5) working days after the informal discussion in Step 1, by submitting the Grievance Report Form in Appendix C to the Supervisor. The Supervisor shall advise the grievant of his/her disposition on the Grievance Report Form within five (5) working days.

Step 3. If the grievance is not settled with the disposition in Step 2, it may be appealed by submitting the Grievance Report Form to the Superintendent/President within seven (7) working days after the answer in the Step 2. The Superintendent/President shall respond within seven (7) days on the Grievance Report Form.

Step 4. If the Association is not satisfied with the disposition of the grievance by the Superintendent/ President, or if no disposition has been made by the Superintendent/President within the period provided, or if the Association has chosen to submit the grievance to arbitration, the grievance shall be submitted within (10) working days for arbitration.

Within three (3) working days after notification by the Association to submit the grievance to arbitration, the Superintendent/President and the Association shall submit to each other in writing the names of five (5) arbitrators for consideration and selection of one arbitrator agreeable to both parties.

If the parties cannot agree as to the arbitrator within seven (7) working days from the notification date that arbitration will be pursued, the moving

party shall request, in writing, a list of arbitrators from the American Arbitration Association, with a copy for the other party. The arbitrator shall have no power to alter, add to, or subtract from the terms of the agreement. The Superintendent/President and the Association shall not be permitted to assert in such arbitration proceeding any ground or rely on any evidence not previously disclosed to the other party except that the arbitrator may rule on the admissibility of essential evidence. Both parties agree that the award of the arbitrator shall be final and binding.

Southwestern Community College and the Association shall share equally the fees and expenses of the arbitrator.

The time limits provided in this article shall be strictly observed, but may be extended by written agreement of the parties. In the event a grievance is filed after May 1, of any year, and strict adherence to the time limits may result in hardship to any party, the Superintendent/ President shall use the best effort to process such grievance prior to the end of the school term, or as soon thereafter as possible.

Notwithstanding the expiration of this agreement, any claim or grievance arising thereunder shall be processed through the grievance procedure until resolution.

C. General Provisions

The above time limits may be extended by mutual agreement. However, if mutual agreement regarding time changes cannot be reached, both parties are required to furnish representatives in order that scheduled meetings take place.

Scheduled meetings in the grievance procedure will be between 8:00 a.m. and 5:00 p.m. on a scheduled work day.

ARTICLE VII
LEAVE POLICIES

A. Sick Leave and Critical Illness in Immediate Family

Each employee will be granted a leave of absence for personal illness or injury with full pay because such illness or injury necessitated absence from the College. Such personal illness or injury under this policy shall include the employee, spouse, and the employee's children.

At the beginning of each school year employees shall be credited with sick leave at the rate of:

1. The first year of employment, ten (10) days.
2. The second year of employment, eleven (11) days.
3. The third year of employment, twelve (12) days.
4. The fourth year of employment, thirteen (13) days.
5. The fifth year of employment, fourteen (14) days.
6. The sixth, and subsequent years of employment, fifteen (15) days.

The unused portion of the allowance shall accumulate to a maximum of one hundred and five (105) days.

Sick leave may not be accumulated for pay upon termination of employment at Southwestern Community College or in anticipation of such termination.

Employees on an extended contract shall be credited with two additional days of sick leave over and above those credited in each step of the schedule. The College reserves the right at any time during the extended illness to require a medical

certification of illness or disability from the employee's attending physician or a physician retained by the employer.

Personnel of Southwestern Community College will be granted an absence from duty for bereavement leave. Leaves granted in this paragraph shall be charged against the yearly sick leave days.

B. Personal Reasons

Each year two days shall be credited to each faculty member for use as personal days. A leave of absence for personal reasons with pay may be granted with the approval of the Director or designee. Unused personal leave shall accumulate to a maximum of four (4) days. Requests for such leave will normally not be considered for the day before and the day after holidays or vacations. Requests for approval of such leaves must be submitted to the Director at least two (2) days in advance of the day requested, except in the case of an emergency. In the case of an emergency an employee will submit a leave request for approval upon their return to work.

ARTICLE VIII
WORK YEAR

The in-school work year for regularly contracted employees will be contracted on a daily basis, and the work days for instructional duties shall be counted on the basis of no more than 5 consecutive days of work followed by two consecutive days off in a seven day period for the specific months of contracted service unless waived by the instructor.

Attendance by employees performing instructional duties shall be required for the number of days in the contract excluding unanticipated cancellations made by the employer. Two contracted attendance days are reserved for instructor preparation and/or student orientations.

Any hours taught on ICN and interim shall be assigned on a non-mandatory basis.

All materials developed for all courses taught shall be vested in the instructor.

ARTICLE IX
LESS THAN FULL-TIME FACULTY

Less than full-time faculty, teaching twelve (12) or more credit hours or twenty (20) or more contact hours shall be located on the salary schedule in accordance with their training and experience and shall receive salary on a pro-rated basis and shall receive all fringe benefits as stated in this agreement on a pro-rated basis.

ARTICLE X
STAFF REDUCTION

Whenever it is necessary to reduce the size of the professional staff, the Board will keep the most qualified employee(s). Any reduction in staff shall proceed in the following order when applicable:

1. Adjunct employees.
2. Full-time employees based on qualifications and seniority, providing a program is not eliminated. When a leave of absence is involuntary on the part of the employee, the following points shall be followed:
 - a. Such a leave of absence shall begin at the end of the employee's contract in force at the time of notice of such leave.
 - b. An employee placed on involuntary leave of absence must first be notified prior to April 30.
 - c. Employees on leave shall be recalled based upon qualifications and seniority. This must occur within twelve (12) months after the expiration of the present contract providing those reasons for reduction have been corrected. The employee may extend for twelve (12) months health, dental, and life insurance coverage at the employee's expense. Recall notices will be sent via U.S. mail return with receipt requested.
 - d. If the employee on involuntary leave of absence does not answer the recall notice after fifteen (15) days from the mailing date, it is assumed that the employee has resigned.
 - e. No employee may be hired to perform duties that an employee on involuntary leave of absence is qualified to perform or for which he/she can become temporarily certified. However, should part-time work become available it shall be offered to a qualified employee on involuntary leave first. Should he/she refuse such work, the College may hire other employees for such work.
 - f. Any unit member who is re-employed under the above procedures shall be reinstated with accumulated sick leave which existed at the time of layoff.

ARTICLE XI
PROFESSIONAL LEAVES OF ABSENCE

Leave for professional purposes is defined as the period of time of not less than one semester nor more than one year for the purpose of professional advancement. The leave may be extended for a one year time period with the approval of the board. No remuneration will be given to the employee during the period of leave. Appropriate employee fringe benefits may be extended at the option of the employee at the employee's expense. Professional leaves of absence will not count toward salary increases other than the additional hours of credit accrued. The total number of such leaves in any one year shall be such as not to jeopardize the normal operations of the institution or department. To be considered for professional leave, an employee of the institution must make application to the Superintendent/President by March 15 for consideration by the Board at its April meeting. Applications submitted after the aforementioned date may be accepted or rejected at the discretion of the Superintendent/President. An employee on leave during the spring term must notify the Superintendent/President in writing by April 1 of the employee's plan to return the following year or the position will be declared vacant.

ARTICLE XII
SAFETY PROVISIONS

The employer shall endeavor to provide and maintain a safe place of employment and agrees to abide as required to local, state, and federal safety regulations. All employees shall endeavor in the course of performing the professional duties associated with their employment to be alert to unsafe practices, equipment, or conditions and to report such unsafe conditions to their immediate supervisor.

The College agrees to provide Comprehensive General Liability Insurance and Errors and Omissions Insurance coverage when legal action is brought against an employee resulting from the performance of assigned duties. The College will provide the employee with the same defense and indemnification as that which is afforded the College.

An instructor has a right to refuse a student access to a lab if that student consistently demonstrates unsafe practices in the lab. Rules of proper conduct will be posted in all labs.

ARTICLE XIII
SHIFT DIFFERENTIAL

In the event that an employee is scheduled an evening class ending after 9:00 p.m. such employee will not be scheduled prior to 9:00 a.m. the following morning without the employee's consent.

ARTICLE XIV
SUPPLEMENTAL PAY

A. Extra-Curricular Activities

Supplemental pay for employee participation in extra-curricular activities shall be compensated for as set forth in Appendix A.

B. Expenses of Traveling Employees

Employees of the College who are required to travel in the performance of their duties shall be reimbursed at the current IRS allowable rate.

The same allowance shall be given for use of employee cars for field trips or other business of the College.

The College shall provide liability insurance protection up to the limits of the insurance policy for employees using personal automobiles.

C. Overload Pay

Employees shall have the right of first refusal for on-campus overload assignments in their respective disciplines. Employees who elect to accept such overload assignments shall be paid for each credit hour taught at a rate of \$500.00 per credit hour.

Overload is defined for an Arts & Science instructor as any course taught in excess of the normal 15 credit hour load for that instructor.

D. Summer Pay

Employees not under a summer contract who elect to accept summer assignments will have office hours approved by their supervisor and will be paid for each credit hour taught at a rate of \$600.00 per credit hour.

E. Individualized Study

Instructors that accept individualized study will be paid \$40.00 per credit hour per student for each individualized study class taught.

F. TV-Network

Any hours taught on the Iowa Communications Network shall be assigned on a non-mandatory basis. For the first time an instructor teaches on the ICN, the instructor will be paid \$300 per credit hour above regular salary and overload.

For hours taught on the ICN, subsequent to the first time, an instructor will be paid \$200 per credit hour above regular salary and overload for two sites including the origination site. For three sites the pay will be \$250 per credit hour above the regular salary and overload. For four or five sites the pay will be \$300 per credit hour above the regular salary overload.

The instructor will also be paid a stipend of \$10.00 per student enrollment in the course and attending at the site other than where the instructor is physically originating the class.

The origination class site size will not exceed 30 students.

G. Interim Classes

Full-time faculty members teaching interim classes shall be paid based upon enrollment:

| <u>Enrollment</u> | <u>Rate of Compensation</u> |
|---------------------|--|
| 8 students | \$500 per credit hour |
| 9 students | \$525 per credit hour |
| 10 students | \$550 per credit hour |
| 11 students | \$575 per credit hour |
| 12 or more students | \$600 per credit hour plus \$10 per student for every student enrolled above 12 students |

Enrollment in interim classes shall not exceed 20 students per class without the permission from the instructor.

H. Online

Course Development

A faculty member is paid a one-time stipend for development of an original online course equal to the current overload rate of \$500.00 per credit hour.

Instruction

Any hours taught for an online course above 15 credit hours shall be assigned on a non-mandatory basis. Full-time instructors who elect to accept such overload assignments shall be paid at the current overload rate for any credit hours in excess of the normal 15 credit hour load. Full-time faculty will also be paid a stipend of \$10/student for every student enrolled above 28 students per course.

ARTICLE XV
FRINGE BENEFITS

A. Group Hospitalization and Major Medical and D.X.L.

The Board will purchase and contribute 100% premium for a single employee insurance program and 100% additional towards the premium for an employee with covered dependents.

B. Term Life Insurance Plan

The Board will purchase and pay the cost of a policy with a face value equal to one point seventy-five (1.75) times the employee's annual salary rounded up to the nearest thousand dollars. Additional insurance on the employee, and on dependents, is available at a low cost as a payroll deduction.

C. Disability Insurance Plan

The Board will purchase and pay the cost of a disability insurance plan for the employee as provided by the College's insurance carrier. The waiting period for such coverage is ninety (90) days.

D. Dental Insurance

The Board will purchase a dental insurance plan for the employee and contribute 100% toward the employee cost. An employee with dependents may purchase additional dependent coverage through a payroll deduction.

E. Insurance Adjustment

The Board will give employees with dependents the option to not choose dependent Group hospitalization and Major Medical and D.X.L. Insurance. Single

employees and employees with dependents exercising this option will be granted an amount equal to fifty percent (50%) of the premium savings.

A flex spending plan will be implemented through a third-party administrator.

F. Payroll Deductions

Payroll deductions are available as a service to the employee for Tax Sheltered Annuities, United Fund, Automobile Insurance, Savings Bonds, Dues Checkoff, using the form in Appendix B and for other purposes upon arrangement with the Human Resources Office or Payroll.

G. Tuition and Fee Remission Grant

Any employee covered by this agreement and their dependents shall receive tuition and fee remission for coursework offered by Southwestern beginning with the first semester following their full-time employment providing that the following eligibility criteria are met:

1. Eligibility will be based on the following criteria.
 - a. Full-time employees and their immediate family are covered by this benefit. Immediate family is defined as a spouse, son, daughter, or stepchild considered a dependent as claimed on the employee's IRS form.
 - b. The request for tuition and fee remission is filed on the college approved form.
 - c. It is for a course which would have been offered by the College regardless of whether employees and/or their dependents were enrolled under this benefit.
 - d. Space is available in the course after all tuition paying students, not covered by this policy, have enrolled as of the first class meeting.
 - e. All of the requirements of the course have been completed and the student earned a passing grade, where appropriate.
 - f. Any coursework for which tuition remission has been granted cannot be used for advancement in the salary schedule and vice

versa.

- g. Credit and non-credit classes are eligible for consideration, including credit classes taken for audit and telecourses.
 - h. Exemptions from Tuition and Fees Reimbursement includes, but is not limited to:
 - Independent Study
 - Iowa Community College online consortium classes
 - Private music lessons
 - Court mandated programs (i.e. D.U.I., DIP, Children in the Middle, Moped, etc.)
 - Multiple agency co-sponsored events
 - Education To Go or other non-credit online courses.
2. Application and payment procedures are as follows:
- a. The employee should obtain a Request for Tuition and Fee Remission Grant form from the Human Resources Department. The request must be completed and returned to the *Business Office when registering for the classes. (*Or to the Adult Education office for non-credit offering.)
 - b. The employee or dependent is not required to complete the Free Application for Federal Student Aid. If the individual is enrolled for six credit hours or more and chooses to apply, any aid received will be refunded to the student. However, if the aid is specified for paying tuition and fees, the tuition remission grant will be reduced by that amount.
 - c. The individual is not required to pay for the tuition and fees in advance; however, if after the final grades have been reviewed the student has not received a "C" or above in all course work, the employee is responsible to pay the tuition and fees within 15 days of the end of the semester for the balance due. If the balance is not paid, the college has the right to implement a payroll deduction until the balance is paid in full.
 - d. If the employee terminates employment prior to the end of the 8th week of a semester in which a student is enrolled, he or she is responsible for full payment of tuition and fees.
3. Deposits for Vocational Programs. Deposits are required for some vocational classes in order to hold a place for the student. Employees and their dependent will be required to pay a deposit before a place will be held and must agree on the Tuition Remission form to pay the deposit whether or not they are eligible for tuition remission. In the event they do not qualify for tuition remission, the deposit will be applied to the tuition. If

the class does not reach maximum enrollment, their deposit will be applied to their account and tuition remission will be in effect. The deposit will be refunded if there are no outstanding bills. Tuition Remission forms must be forwarded to the Admissions Office to enable admissions staff to review enrollment in specific classes that may include employees and/or their dependents.

H. Professional Development Fund - For coursework from an institution other than Southwestern Community College

The parties have agreed to establish a professional development fund as follows:

1. Annually, the college will establish a \$7,500 fund for professional development activities.
2. Full-time faculty may apply to the Vice President of Instruction for professional development activities. This application will be in writing and include the following: course description, number of credits, name of the institution offering the course, cost of tuition and a brief statement indicating how the course will benefit the instructor's teaching at Southwestern Community College.
3. The fund will be disbursed by a committee consisting of three association members as appointed by the president of the association and three administrators as appointed by the president of the institution.
4. These hours may be applied toward a change in educational advancement level.

I. General Provisions

The fringe benefits are effective immediately upon employment. However, if an employee's effective date of employment is after the first of the month, the insurance benefits are effective the first day of the following month. This is a requirement of the insurance carrier. Additional details regarding any of the insurance plans may be obtained from the Human Resources Office or Payroll.

Any employee who submits a resignation prior to February of any year and who fully performs an individual contract shall receive all insurance benefits, at Board

expense, until the end of July or until coverage begins at employee's new employment, which ever comes first.

Any employee who submits a resignation after February, during any year and fails to complete the individual contract shall cease to receive any insurance coverage, at Board expense, at the end of the contract period.

If any employee signs a continuing contract for the next employment year and thereafter resigns, the Board shall deduct from employee's pay the insurance premiums paid by the Board for coverage after the performance of the current year's individual contract.

Any employee who is approved for a leave of absence under Article 12 and who performs their individual contract, shall receive all insurance coverage up to the beginning of the leave, at Board expense.

Any employee who signs a continuing contract for the following year and who does not resign prior to September 1, shall receive all insurance coverage through August in the preceding year, at Board expense.

J. Staff Immunization

Faculty of Southwestern Community College who in the course of their employment, are exposed to human body fluids, shall be provided, at the employee's option, immunizations (Hepatitis B) at the expense of the college and/or its insurance carrier, or combination of both for 100% coverage.

ARTICLE XVI

SALARY

A. General Increase

Each employee covered by the agreement will receive a 1.85% increase on their 2005-2006 base plus \$1,100.

An employee who fails to sign and return the continuing contract by at least the twenty-first day following the delivery date or the date proof of delivery was attempted will not receive any negotiated salary increase for the contract year.

B. Length of Contract

A full-time regular contract is based upon 167 days of employment.

Employees on an extended contract shall receive a pro-rated salary for each additional day of work.

C. Educational Advancement

Employees who earn the advancement level below from an accredited university or college during the duration of this agreement shall have their annual contracted salary adjusted by the terms of the following amounts:

| <u>Starting Point</u> | <u>Advancement Level</u> | <u>Adjustment</u> |
|-------------------------|------------------------------|-------------------|
| No Degree | A.A./A.S./A.A.S. | \$ 250 |
| Career Ed. Certified/AA | B.A./B.S. | \$1,000 |
| B.A./B.S. | B.A./B.S. +15 graduate hrs. | \$ 600 |
| B.A./B.S. + 15 | M.A./M.S. | \$ 600 |
| M.A./M.S. | M.A./M.S. + 15 graduate hrs. | \$ 600 |
| M.A./M.S. + 15 | M.A./M.S. + 30 graduate hrs. | \$ 600 |
| M.A./M.S. + 30 | M.A./M.S. + 45 graduate hrs. | \$ 600 |

| | | |
|----------------|---------------|---------|
| M.A./M.S. + 45 | Specialist | \$ 600 |
| Specialist | Doctorate | \$1,000 |
| Doctorate | Doctorate +15 | \$ 600 |
| Doctorate +15 | Doctorate +30 | \$ 600 |
| Doctorate +30 | Doctorate +45 | \$ 600 |

To be eligible for such dollar adjustment, the following criteria must be met:

1. Credits may be earned after employment in the employee's field or related courses/areas.
2. The employee must successfully complete the course and receive credit from the college or university.
3. New work must be completed and reported to the office of the Superintendent/President by the faculty member prior to September 1 each year to be eligible for the adjustment during that contract year. The faculty member must insure the official transcripts are forwarded to the same office as soon as possible and payments will begin upon receipt of such transcripts.
4. The employee will not receive additional adjustment until the next advancement level is reached.

D. Minimum Salary 2006-2007

| | |
|------------------|----------|
| Career Education | \$26,100 |
| B.A./B.S. | \$27,100 |
| M.A./M.S. | \$28,100 |
| Specialist | \$30,500 |
| Doctorate | \$31,500 |

E. Pay Periods

Each employee shall be paid in equal installments on every second Friday commencing the second pay period in August. If the payday falls on a holiday the employee will be paid on the previous Business Office work day.

ARTICLE XVII
COMPLIANCE CLAUSES AND DURATION

A. General Savings and Separability Clause

Except as otherwise provided by this Agreement, all terms and conditions of employment as provided by the Board of Directors which were in effect, July 31, 2006, and which are mandatory subjects for bargaining under Section 9 of the Iowa Public Employment Relations Act shall continue so in effect during the terms of this Agreement.

B. Notices

Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so by registered mail with return receipt requested to last known address.

1. If by Association, to Board at Southwestern Community College, 1501 West Townline Street, Creston, Iowa 50801.
2. If by Board, to Association President address designated by the Association.

C. Duration Period


This agreement shall be effective beginning August 1, 2006 and shall continue in force and effect until July 31, 2007.

D. Signature Clause

In witness whereof the parties hereto have caused this Agreement to be signed
by their respective presidents, attested to by their respective chief negotiators, and their
signatures placed thereon, all on the 19th day of June, 2006.


Southwestern Community College

Education Association

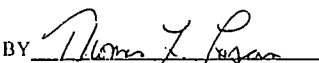
BY 
Its President

Southwestern Community College

Board of Directors

BY 
Its President

BY 
Its Chief Negotiator

BY 
Its Chief Negotiator

APPENDIX A
SUPPLEMENTAL PAY

| | |
|--|-----------------|
| Music (Vocal) | \$2,000.00 |
| Music (Instrumental) | \$2,000.00 |
| Sponsor of Clubs | \$ 200.00 |
| Chairperson, Nursing Education | \$3,000.00 |
| Coordinator of Student Newspaper | \$2,000.00 |
| Supervisors of Commercial Labs | |
| Automotive Collisions Area | \$2,000.00 |
| Automotive Repair (2) | \$2,000.00 each |
| Carpentry | \$2,000.00 |
| Co-Chairs of Campus Institutional Effectiveness Committee | \$2,000.00 each |

APPENDIX B
SOUTHWESTERN COMMUNITY COLLEGE

PAYROLL DEDUCTION AUTHORIZATION

I hereby authorize and request Southwestern Community College to make the following deduction(s) from my first two payroll checks each month, beginning _____.

| PAYEE | PURPOSE | AMOUNT |
|-------|---------|--------|
| _____ | _____ | _____ |

This authorization remains in effect until: _____.

NAME

SOCIAL SECURITY NUMBER

SIGNATURE

DATE

APPENDIX C

GRIEVANCE REPORT FORM

NAME OF GRIEVANCE: _____

ARTICLE VIOLATED: _____

DATE OF VIOLATION: _____

DATE OF KNOWLEDGE OF VIOLATION: _____

DATE OF STEP I: _____

GRIEVANT'S EXPLANATION AND/OR EVIDENCE ATTACHED.

REMEDY SOUGHT: _____

DATE SUBMITTED SIGNATURE OF GRIEVANT/ASSOCIATION REP.

SUPERVISOR'S DISPOSITION DATE RECEIVED

SUPERVISOR'S EXPLANATION AND/OR EVIDENCE ATTACHED: ☐ YES ☐ NO

DATE RETURNED TO GRIEVANT SIGNATURE OF SUPERVISOR

APPEAL TO SUPERINTENDENT/PRESIDENT DATE RECEIVED

GRIEVANT'S EXPLANATION AND/OR EVIDENCE ATTACHED: ☐ YES ☐ NO

REMEDY SOUGHT: _____

DATE RETURNED TO SIGNATURE OF GRIEVANT/ASSOCIATION REP.

GRIEVANT

SUPERINTENDENT/PRESIDENT'S RESPONSE

DATE RECEIVED

SUPERINTENDENT/PRESIDENT'S EXPLANATION AND/OR EVIDENCE

ATTACHED: ☐ YES ☐ NO

| | |
|---------------------------------------|--|
| _____ DATE RETURNED TO GRIEVANT | _____ SIGNATURE OF SUPERINTENDENT/PRESIDENT |
|---------------------------------------|--|

APPENDIX D
SOUTHWESTERN COMMUNITY COLLEGE

Faculty Goal Agreement

Name: _____ Date(s): _____ The Faculty Goal Agreement is a document with which you specify areas for professional growth and emphasis during the coming year. Some of these areas will be suggested by your own interests or needs; others may be suggested by your supervisor. Activities included in your plan should be built upon your ongoing responsibilities, but may not be synonymous with them. For example, "I will teach three sections of Communications Skills," is an obvious job responsibility, but it would not be a part of a plan. A statement that builds on that responsibility might be, "I will research theories of learning styles and develop strategies for application to my classroom presentation/ approach."

You have initiative for development of your plan and you and your supervisor have the responsibility for examining it in relation to the goals for the College, division, department, and program.
A few basic questions and answers are as follows:

1. When is the plan prepared? The plan will be submitted in writing to your supervisor by October 15.
2. Who prepares my plan? You do, with approval by your supervisor.
3. When can I change my plan? Whenever you need to. Discuss the needed change with your supervisor.

SOUTHWESTERN COMMUNITY COLLEGE

20_ - 20_ FACULTY GOAL AGREEMENT

Instructor_____ School Year_____

1. Teaching and Instruction – Assessment projects may be used for this area.

Objective(s)

Outcome(s)

2. Professional Growth and Development – Quality Faculty Plan goals may be used for this area.

Objective(s)

Outcome(s)

3. Institutional Goals. – Departmental projects for Strategic Plan may be used for this area.

Objective(s)

Outcome(s)

4. Student Perception of Instruction and Oral Competency evaluation forms – to be completed on or before December 1: Completed _____ Reviewed _____
(Date) (Date)

Comments:

Faculty Signature

Supervisor Signature

Date:

Disposition of Form:

The completed form will be dated and signed by both parties. The form will then be filed in the employee's personnel folder after copies have been made and returned to the employee and the supervisor.

Supplementary Statement:

The employee will be allowed to file a supplementary statement to be attached to the goal review summary form and filed in the employee's personnel folder. Such a statement must be filed with the supervisor within ten (10) days of the review conference.

Supervisor Signature

Date

Faculty Signature

Date

SIDE LETTER

The Southwestern Community College Education Association and the Southwestern Community College Board of Directors agree to form an Insurance Committee on or before September 30, 2006. The purpose of the Insurance Committee will be to review all aspects of our health insurance policy and to explore cost saving possibilities.